



County of San Bernardino

F A S

## STANDARD CONTRACT

### FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change			SC	A	
X	<input type="checkbox"/>	Cancel					
County Department					Dept.	Orgn.	Contractor's License No.
DCS Children's Fund							
County Department Contract Representative					Ph. Ext.	Amount of Contract	
Gary L. Null, Director					388-0242	\$30,929.60	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
SAN	950	9	100	1015			
Commodity Code				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
Project Name				Amount			
Program Coordinator				FY 99/00	\$30,929.60		
				Org	Code: 52110	Fund: 001	Function: 701
				Pay	Center: 112		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Janice Smith

Hereinafter called Contractor

Address

9475 Alegra Vista

Apple Valley, CA 92308

Phone

(909) 686-8262

Birth Date

11/07/43

Federal ID No. or Social Security No.

262-64-4772

### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**WHEREAS**, County desires to obtain the services of Contractor on the terms and conditions set forth in this Agreement, and,

**WHEREAS**, the Contractor has the skills and knowledge necessary to provide services for the County's Children's Fund;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

(see following pages)

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Attachment A - Salary Rates and Step Advancements

Attachment B - Benefit Plan

Attachment C - Holiday Leave

Attachment D - Sick Leave

Attachment E - Vacation Leave

Attachment F - Expense Reimbursement and Expense Advances

Attachment G - Tuition Reimbursement And Membership Dues

Attachment H - Insurance Programs

Attachment I - Overtime Compensation

## I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Works cooperatively with the staff of Children's Fund under the direction of the Executive Director. Performs a broad range of responsibilities including data gathering, report preparation, inventories, vendor solicitations, case manager interface and trainings, and supervision of Program Assistant.

1. Oversee resource distribution process to ensure that requests are completed and distributed in a timely manner, as well as ensuring that the trust account is in balance.
2. Prepare financial reports as they relate to the referral activity, and inventory, and coordinate data with the Assistant Director and accounting records.
3. Maintain on-going communication with case managers, as well as conduct trainings on Children's Fund process to the Children's Network member agencies.
4. Actively pursue, and maintain, vendor relationships, developing discounts and bids for referral activity purchases.
5. Attend meetings with, or on behalf of the Executive Director, on all program related activities, i.e., Education First, Children's Assessment Center, etc.
6. Review cases for consideration and analyze for funding as related to need and budget guidelines. Prepare case statements for review by the Executive Director.
7. Coordinate annual Family and Child Adoption Program for the Celebration of Giving project.
8. Assist with special events as directed by the Assistant Director.
9. Maintain the confidentiality of the work of the organization.
10. Other tasks as assigned or requested by Executive Director and Assistant Director.

## II. TERM

This agreement shall be effective April 9, 1999 and shall remain in effect for one year and shall be automatically renewed for one year periods subject to the termination provisions of this paragraph. Notwithstanding the foregoing, either party may terminate this contract at any time for no cause upon fourteen (14) days prior written notice to the other party. Contractor shall serve at the pleasure of the Appointing Authority. The Assistant County Administrator for Social Services Group or his designee shall have the full authority and discretion to exercise County rights under this paragraph.

## III. WAGE RATES AND BENEFITS

- A. Contractor shall be compensated for services rendered at a rate of \$14.87 per hour worked. Payment for such services shall be made on a biweekly basis.
- B. Contractor shall be entitled to the same salary and benefit plan increases. A 4% salary increase July 1999, 2.5% July 2000, and 3.5% July 2001.
- C. Contractor shall receive salary rates and step advancements as set forth in Attachment A - Salary Rates and Step Advancements.
- D. Contractor shall be provided two hundred ninety dollars (\$290.00) per month to participate in the Benefit Plan set forth in Attachment B - Benefit Plan.
- E. Contractor shall accrue and have available for use holiday leave under the terms and conditions set forth in Attachment C - Holiday Leave.
- F. Contractor shall accrue and immediately have available for use sick leave under the terms and conditions set forth in Attachment D - Sick Leave.
- G. Contractor shall accrue and immediately have available for use vacation leave under the terms and conditions set forth in Attachment E - Vacation Leave.
- H. Contractor shall be reimbursed for necessary expenses incurred on behalf of the County. Expense reimbursements shall be administered

under the terms and conditions set forth in Attachment F - Expense Reimbursement and Expense Advances.

- I. Contractor shall be allowed \$300.00 each fiscal year for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s) under the terms and conditions set forth in Attachment G - Tuition Reimbursement And Membership Dues.
- J. Contractor shall be eligible to participate in the County's Deferred Compensation Program under the same terms and conditions as apply to County employees.
- K. The County will pay the premium for a term life insurance policy for Contractor under the terms and conditions set forth in Attachment H- Insurance Programs.
- L. Contractor may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents under the terms and conditions set forth in Attachment H - Insurance Programs.
- M. The County agrees to pay the premium for short-term disability insurance for Contractor under the terms and conditions set forth in Attachment H- Insurance Programs.
- N. Contractor shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. Contractor shall contribute 5% of the Contractor's biweekly gross earnings, and County shall contribute 2.5% of Contractor's biweekly gross earnings. Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contribution shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the Plan on forms approved by the Human Resources Division Chief - Employee Benefits and Services.
- O. Contractor shall participate in the Medicare portion of the Social Security system during the term of this contract.
- P. Contractor shall be covered by the County's Workers' Compensation Insurance only during the hours actually worked under this contract. Contractor shall be covered by the County's Public Liability Insurance only while performing the services under this contract.

#### IV. GENERAL PROVISIONS

- A. Submission of hours worked shall be on the County's Time and Labor Report.
- B. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.
  - 1. In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
    - a. Fifteen thousand dollars (\$15,000) for single injury or death;
    - b. Thirty thousand dollars (\$30,000) for multiple injury or death;
    - c. Five thousand dollars (\$5,000) for property damage.
- C. A County vehicle may be provided, as required, to perform assigned tasks or Contractor will be reimbursed for County business mileage as described in "III, H." The Assistant County Administrator for Social Services Group or his designee shall decide whether a County vehicle is used by Contractor for County business or if Contractor shall be reimbursed for necessary mileage on County business.
- D. Meal periods for Contractor are non-paid and non-working time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible.
- E. Contractor shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the County, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be

considered as time worked. If Contractor is required to work beyond Contractor's regular tour of duty, Contractor shall be granted a ten (10) minute rest period for each two (2) hours of such work.

<u>Regularly Scheduled Tour of Duty</u>	<u>No. and Limit of Rest Period</u>
After 3 hours and through 6 hours	One - 15 Minute Rest Period
After 6 hours and through 8 hours	Two - 15 Minute Rest Periods
After 8 hours and through 10 hours	Two - 20 Minute Rest Periods
After 10 hours	One - 25 Minute Rest Period and One - 20 Minute Rest Period

- F. Contractor shall be required to obtain express advance authorization for any overtime hours worked. Such overtime shall be administered under the terms and conditions set forth in Attachment I- Overtime Compensation.
- G. Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract. Contractor shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- H. This contract may be terminated for just cause immediately by the County.
- I. In the event this contract is terminated for the purpose of making Contractor a regular County employee, Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit date.
- J. Contractor shall receive only the benefits and compensation specifically set forth in this contract. This contract provides for the full compensation to Contractor for services required hereunder.

#### V. CONCLUSION

This contract, consisting of eight (8) pages and including Attachments A - I, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

►  
Chairman, Board of Supervisors

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By \_\_\_\_\_  
*Deputy*

\_\_\_\_\_  
(State if corporation, company, etc.)

By ► \_\_\_\_\_  
(Authorized Signature)

Dated \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form  
►  
County Counsel  
Date \_\_\_\_\_

Reviewed as to Affirmative Action  
►  
Date \_\_\_\_\_

Reviewed for Processing  
►  
Agency Administrator/CAO  
Date \_\_\_\_\_



